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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

VIASAT, INC.,

Plaintiff,

vs.

SPACE SYSTEMS/LORAL, LLC f/k/a
SPACE SYSTEMS/LORAL, INC.,

Defendant.

CASE NO. **'13CV2074 AJB NLS**

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Notice of Related Case

1. This action is related to the case entitled *ViaSat, Inc., et al. v. Space Systems/Loral, Inc., et al.*, No. 3:12-cv-00260-H-WVG (S.D. Cal.), pending before the Hon. Marilyn L. Huff.

1 **INTRODUCTION**

2 2. This is an action brought by ViaSat, Inc. (“ViaSat”) against Space
3 Systems/Loral, LLC f/k/a Space Systems/Loral, Inc. (“SS/L”) for SS/L’s
4 infringement of ViaSat’s patents. Specifically, SS/L has and continues to
5 knowingly and willfully directly and indirectly infringe U.S. Patent Nos. 8,213,929
6 (“the ’929 Patent”); 8,254,832 (“the ’832 Patent”); and 8,285,202 (“the ’202
7 Patent”) (collectively, “ViaSat’s Patents” or the “Patents-in-Suit”), in blatant
8 disregard of ViaSat’s rights.

9 3. SS/L’s infringement of ViaSat’s Patents has irreparably harmed ViaSat.
10 SS/L employs ViaSat’s patented technology in supplying high-capacity broadband
11 satellites to ViaSat’s competitor, Hughes Network Systems, LLC (“Hughes”).
12 ViaSat’s patented technology was instrumental in enabling SS/L to design satellites
13 that provide more than 100 Gigabits per second (“Gbps”) of capacity. This increase
14 in capacity was critical to SS/L’s ability to market satellites that would satisfy
15 consumers’ growing appetite for more data-intensive Internet services, including
16 video. SS/L’s aggressive marketing of satellites incorporating ViaSat’s patented
17 technology have damaged ViaSat’s satellite service business and obstructed ViaSat
18 in its efforts to market and sell its own satellite designs incorporating the patented
19 technology. Accordingly, ViaSat seeks full relief for SS/L’s ongoing and willful
20 infringement, including but not limited to an injunction prohibiting future acts of
21 infringement, damages adequate to compensate ViaSat for SS/L’s infringement,
22 treble damages, and all fees and costs.

1 **THE PARTIES**

2 4. ViaSat, Inc. is a corporation organized and existing under the laws of
3 the State of Delaware, having a principal place of business at 6155 El Camino Real,
4 Carlsbad, California 92009.

5 5. ViaSat is a world leader in innovative commercial and military satellite
6 and digital communication technologies. ViaSat employs over 2,100 individuals
7 and has annual revenues in excess of \$1 billion. Space News has consistently
8 ranked ViaSat as one of the Top 50 Space Companies in the world, and ViaSat has
9 been repeatedly recognized by the TechAmerica Foundation, Popular Science,
10 Guinness World Records, and others for the value and impact of its innovative high
11 capacity satellite internet technologies.

12 6. On information and belief, Space Systems/Loral, LLC f/k/a Space
13 Systems Loral, Inc. is a corporation organized and existing under the laws of the
14 State of Delaware, having a principal place of business at 3825 Fabian Way, Palo
15 Alto, California 94303.

16 **JURISDICTION AND VENUE**

17 7. This Court has subject matter jurisdiction over ViaSat's claims for
18 patent infringement pursuant to the Federal Patent Act, 35 U.S.C. § 101, *et seq.* and
19 28 U.S.C. §§ 1338(a), 2201, and 2202.

20 8. This Court has personal jurisdiction over SS/L for at least the following
21 reasons: (i) SS/L has designated an agent for service of process in California; (ii)
22 SS/L has committed acts of patent infringement in this State; (iii) SS/L is
23 headquartered, regularly does business and solicits business, engages in other
24 persistent courses of conduct, and derives substantial revenue from products and

1 services provided to individuals in this District and in this State; (iv) SS/L has
2 purposefully established substantial, systematic, and continuous contacts with this
3 District and expects, or should reasonably expect, to be haled into court here; and
4 (v) SS/L is currently a defendant in a patent infringement action in this District and
5 has not objected to jurisdiction. Thus, this Court's exercise of jurisdiction over
6 SS/L will not offend traditional notions of fair play and substantial justice.

7 9. Venue is proper in this judicial district pursuant to 28 U.S.C. §§
8 1391(b)-(c) and 1400(b) because SS/L does business in this District, a substantial
9 part of the events giving rise to this Complaint occurred in this District, and SS/L is
10 subject to personal jurisdiction in this District.

11 **FACTUAL BACKGROUND**

12 10. ViaSat has been a leading provider of innovative satellite and wireless
13 communications networks and equipment for commercial and government users for
14 the past 25 years. On January 16, 2012, ViaSat launched satellite broadband
15 services using its ViaSat-1 satellite. Not only did ViaSat's 100+ Gigabits per second
16 ("Gbps") design greatly surpass the capacity of any single commercial satellite ever
17 built, ViaSat-1 ultimately provided more data capacity at its launch than all 40+
18 existing commercial data satellites over North America combined (a substantial
19 portion of which had been designed by SS/L). ViaSat's design was equally
20 groundbreaking in that it was highly cost-effective. ViaSat-1 achieved a ratio of
21 cost-to-capacity that was one tenth of any commercial satellite previously launched
22 into orbit over North America. In recognition of ViaSat's innovation in designing
23 ViaSat-1, the TechAmerica Foundation awarded ViaSat the 2011 American
24 Technology Award in the field of telecommunications.

1 11. ViaSat filed multiple patent applications to protect its technological
2 breakthroughs that enable the design of a high-capacity satellite. These patent
3 applications describe, amongst other things, technologies relating to increased re-use
4 of the gateway and user beam frequency spectrum by spatially separating user
5 beams and gateway beams, non-interfering utilization of frequency spectrum usually
6 allocated to non-geosynchronous orbit satellites to increase the capacity of the
7 satellite, and the development and use of a capacity maximization tool in the design
8 of satellites. Three of these applications issued as the following patents: United
9 States Patent No. 8,254,832 (“the ‘832 patent”), entitled “Frequency re-use for
10 service and gateway beams,” which was duly issued on August 28, 2012; United
11 States Patent No. 8,213,929 (“the ‘929 patent”), entitled “Non-Interfering
12 Utilization of Non-Geostationary Satellite Frequency Band for Geostationary
13 Satellite Communication,” which was duly issued on July 3, 2012; and United States
14 Patent No. 8,285,202 (“the ‘202 patent”), entitled “Capacity Maximization for a
15 Unicast Spot Beam Satellite System,” which was duly issued on October 9, 2012
16 (collectively, "the patents-in-suit").

17 12. On information and belief, SS/L became aware of the '832, '929, and
18 '202 patents on the dates of their issuance or shortly thereafter. The U.S. Patent and
19 Trademark Office published the applications that issued as the Patents-in-Suit on the
20 following dates: November 26, 2009 (‘832 patent); December 15, 2011 (‘202
21 patent); February 9, 2012 (‘929 patent). Further, SS/L is contractually obligated to
22 be aware of ViaSat’s intellectual property. For example, SS/L agreed “not to file for
23 patents covering the Intellectual Property Rights owned by the other Party hereto.”
24

1 13. ViaSat awarded the contract to manufacture the ViaSat-1 satellite to
2 SS/L, which agreed to keep ViaSat's proprietary information confidential.
3 Nevertheless, SS/L knowingly utilized ViaSat intellectual property in order to win
4 bids for other satellite manufacturing programs. For example, SS/L solicited and
5 won a bid to manufacture a satellite for ViaSat's competitor, Hughes. The Jupiter
6 satellite (also known as Echostar XVII) was launched on or about July 5, 2012 and
7 is currently being operated by Hughes. On information and belief, after the launch
8 of Jupiter, SS/L conducted in-orbit testing of the Jupiter satellite and continues to
9 provide ongoing support.

10 14. Hughes' operation of the Jupiter satellite has allowed it to offer new
11 broadband Internet services, which provide users with higher speed and greater
12 capacity. In order to continue offering these higher speed services, Hughes has
13 ordered a new satellite from SS/L. SS/L has continued to infringe ViaSat's
14 intellectual property by contracting to provide this new satellite to Hughes. On or
15 around March 21, 2013, SS/L announced that it would build a follow-on satellite to
16 Jupiter for Hughes, to be known as "Jupiter 2" or "EchoStar XIX." Hughes has
17 announced that Jupiter 2 will have a capacity of over 150 Gbps. SS/L also used
18 ViaSat's intellectual property in designing two satellites which it manufactured for
19 NBN Co.

20 15. SS/L continues to actively seek additional satellite contracts, including
21 contracts for broadband satellites. SS/L has recently announced a number of new
22 projects including the following:

- 23 • On or around June 11, 2013, SS/L announced that it would build a
24 satellite for SKY Perfect JSAT, to be known as "JCSAT-14."

- 1 • On or around July 23, 2013, SS/L announced that it would build a satellite for Intelsat, to be known as “Intelsat 34.”
- 2 • On or around July 30, 2013, SS/L announced that it would build a satellite for Eutelsat, to be known as “Eutelsat 65 West A.”
- 3 • On or around August 15, 2013, SS/L announced that it would build a satellite for Embratel to be known as “Star One D1.”

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5 16. SS/L continues to make, use, sell, and offer for sale additional, similar

6 satellites that make use of technologies that infringe the patents-in-suit to others,

7 including ViaSat’s competitor Hughes. Unless enjoined, SS/L will continue to

8 infringe and actively induce and encourage infringement of the Patents-in-Suit. The

9 Patents-in-Suit have been, are currently, and will continue to be infringed by at least

10 SS/L and its customers.

11 **FIRST CLAIM FOR RELIEF**

12 **(Infringement of U.S. Patent No. 8,213,929)**

13 17. ViaSat incorporates by reference paragraphs 1 through 16 as if fully set

14 forth herein.

15 18. The ’929 Patent, entitled “Non-Interfering Utilization of Non-

16 Geostationary Satellite Frequency Band for Geostationary Satellite

17 Communication,” was duly and lawfully issued on July 3, 2012. A true and correct

18 copy of the ’929 Patent is attached to this Complaint as Exhibit A.

19 19. ViaSat is the owner of all rights, title, and interest in the ’929 Patent,

20 including the right to bring this suit for injunctive relief and damages.

21 20. On information and belief, SS/L has and, unless enjoined, will continue

22 to directly infringe one or more claims of the ’929 Patent by making, using, offering

23 to sell, and selling within the United States and/or importing into the United States

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1 satellite systems or other devices that embody and/or practice one or more claims of
2 the '929 Patent.

3 21. On information and belief, SS/L's infringement is literal or, in the
4 alternative, infringement under the doctrine of equivalents.

5 22. On information and belief, SS/L has been, is currently, and unless
6 enjoined, will continue to actively induce and encourage infringement of the '929
7 Patent. The '929 Patent has been, is currently, and will continue to be infringed by
8 SS/L's customers, including Hughes, using the satellites manufactured by SS/L,
9 including the Jupiter satellite. On information and belief, SS/L actively encouraged
10 and encourages users of its satellites, including Hughes, to infringe the '929 Patent
11 by providing satellites specifically designed and configured to perform infringing
12 functions as part of their use in a satellite system. Further, on information and
13 belief, SS/L provided and provides on-orbit testing, training, technical assistance
14 and instruction, ongoing support, and other services to its high-capacity satellite
15 customers, including Hughes, to intentionally aid, assist, enable, and encourage
16 infringement. On information and belief, SS/L and its counsel were aware of
17 the '929 Patent upon issuance and no later than the filing of this Complaint. SS/L
18 therefore induced and encouraged the infringement of the '929 Patent with specific
19 intent or at a minimum willfully blind to the known risk of such infringement.

20 23. SS/L's infringing activities have caused and will continue to cause
21 ViaSat irreparable harm, for which it has no adequate remedy at law, unless SS/L's
22 infringing activities are enjoined by this Court in accordance with 35 U.S.C. § 283.

23 24. ViaSat has been and continues to be damaged by SS/L's infringement
24 of the '929 Patent in an amount to be determined at trial.

1 25. On information and belief, SS/L's infringement of the '929 Patent was
2 and is willful and deliberate because SS/L knew or should have known of the '929
3 Patent and that its acts described above would infringe the '929 Patent, but acted
4 despite an objectively high likelihood that such acts would infringe the patent.

5 **SECOND CLAIM FOR RELIEF**

6 **(Infringement of U.S. Patent No. 8,254,832)**

7 26. ViaSat incorporates by reference paragraphs 1 through 25 as if fully set
8 forth herein.

9 27. The '832 Patent, entitled "Frequency Re-Use For Service And Gateway
10 Beams," was duly and lawfully issued on August 28, 2012. A true and correct copy
11 of the '832 Patent is attached to this Complaint as Exhibit B.

12 28. ViaSat is the owner of all rights, title, and interest in the '832 Patent,
13 including the right to bring this suit for injunctive relief and damages.

14 29. On information and belief, SS/L has and, unless enjoined, will continue
15 to directly infringe one or more claims of the '832 Patent by making, using, offering
16 to sell, and selling within the United States and/or importing into the United States
17 satellite systems or other devices that embody and/or practice one or more claims of
18 the '832 Patent.

19 30. On information and belief, SS/L's infringement is literal or, in the
20 alternative, infringement under the doctrine of equivalents.

21 31. On information and belief, SS/L has been, is currently, and unless
22 enjoined, will continue to actively induce and encourage infringement of the '832
23 Patent. The '832 Patent has been, is currently, and will continue to be infringed by
24 SS/L's customers, including Hughes, using the satellites manufactured by SS/L,

1 including the Jupiter satellite. On information and belief, SS/L actively encouraged
2 and encourages users of its satellites, including Hughes, to infringe the '832 Patent
3 by providing satellites specifically designed and configured to perform infringing
4 functions as part of their use in a satellite system. Further, on information and
5 belief, SS/L provided and provides on-orbit testing, training, technical assistance
6 and instruction, ongoing support, and other services to its high-capacity satellite
7 customers, including Hughes, to intentionally aid, assist, enable, and encourage
8 infringement. On information and belief, SS/L and its counsel were aware of
9 the '832 Patent upon issuance and no later than the filing of this complaint. SS/L
10 therefore induced and encouraged the infringement of the '832 Patent with specific
11 intent or at a minimum willfully blind to the known risk of such infringement.

12 32. SS/L's infringing activities have caused and will continue to cause
13 ViaSat irreparable harm, for which it has no adequate remedy at law, unless SS/L's
14 infringing activities are enjoined by this Court in accordance with 35 U.S.C. § 283.

15 33. ViaSat has been and continues to be damaged by SS/L's infringement
16 of the '832 Patent in an amount to be determined at trial.

17 34. On information and belief, SS/L's infringement of the '832 Patent was
18 and is willful and deliberate because SS/L knew or should have known of the '832
19 Patent and that its acts described above would infringe the '832 Patent, but acted
20 despite an objectively high likelihood that such acts would infringe the patent.

21 **THIRD CLAIM FOR RELIEF**

22 **(Infringement of U.S. Patent No. 8,285,202)**

23 35. ViaSat incorporates by reference paragraphs 1 through 34 as if fully set
24 forth herein.

1 36. The '202 Patent, entitled "Capacity Maximization For A Unicast Spot
2 Beam Satellite System," was duly and lawfully issued on October 9, 2012. A true
3 and correct copy of the '202 Patent is attached to this Complaint as Exhibit C.

4 37. ViaSat is the owner of all rights, title, and interest in the '202 Patent,
5 including the right to bring this suit for injunctive relief and damages.

6 38. On information and belief, SS/L has and, unless enjoined, will continue
7 to directly infringe one or more claims of the '202 Patent by making, using, offering
8 to sell, and selling within the United States and/or importing into the United States
9 satellite systems or other devices that embody and/or practice one or more claims of
10 the '202 Patent.

11 39. On information and belief, SS/L's infringement is literal or, in the
12 alternative, infringement under the doctrine of equivalents.

13 40. On information and belief, SS/L has been, is currently, and unless
14 enjoined, will continue to actively induce and encourage infringement of the '202
15 Patent. The '202 Patent has been, is currently, and will continue to be infringed by
16 SS/L's customers, including Hughes, using the satellites manufactured by SS/L,
17 including the Jupiter satellite. On information and belief, SS/L actively encouraged
18 and encourages users of its satellites, including Hughes, to infringe the '202 Patent
19 by providing satellites specifically designed and configured to perform infringing
20 functions as part of their use in a satellite system. Further, on information and
21 belief, SS/L provided and provides on-orbit testing, training, technical assistance
22 and instruction, ongoing support, and other services to its high-capacity satellite
23 customers, including Hughes, to intentionally aid, assist, enable, and encourage
24 infringement. On information and belief, SS/L and its counsel were aware of

1 the '202 Patent upon issuance and no later than the filing of this complaint. SS/L
2 therefore induced and encouraged the infringement of the '202 Patent with specific
3 intent or at a minimum willfully blind to the known risk of such infringement.

4 41. SS/L's infringing activities have caused and will continue to cause
5 ViaSat irreparable harm, for which it has no adequate remedy at law, unless SS/L's
6 infringing activities are enjoined by this Court in accordance with 35 U.S.C. § 283.

7 42. ViaSat has been and continues to be damaged by SS/L's infringement
8 of the '202 Patent in an amount to be determined at trial.

9 43. On information and belief, SS/L's infringement of the '202 Patent was
10 and is willful and deliberate because SS/L knew or should have known of the '202
11 Patent and that its acts described above would infringe the '202 Patent, but acted
12 despite an objectively high likelihood that such acts would infringe the patent.

13 **REQUEST FOR RELIEF**

14 WHEREFORE, ViaSat respectfully request that:

15 A. Judgment be entered that SS/L has infringed one or more claims of
16 each of the Patents-in-Suit;

17 B. Judgment be entered permanently enjoining SS/L, its directors, officers,
18 agents, servants, and employees, and those acting in privity or in concert with them,
19 and its subsidiaries, divisions, successors and assigns, from further acts of
20 infringement of the Patents-in-Suit;

21 C. Judgment be entered awarding ViaSat all damages adequate to
22 compensate it for SS/L's infringement of the Patents-in-Suit, including trebling of
23 all damages awarded with respect to infringement of the '929, '832, '202 Patents,
24

1 and all pre-judgment and post-judgment interest on all damages awarded for
2 infringement of the Patents-in-Suit at the maximum rate permitted by law;

3 D. Judgment be entered that this is an exceptional case and awarding
4 ViaSat's attorneys' fees and costs;

5 E. Judgment be entered awarding all other relief as the Court deems
6 proper.

7
8 DATED: September 5, 2013

Respectfully submitted,

9 QUINN EMANUEL URQUHART &
10 SULLIVAN, LLP

11 By /s/ Sean S. Pak

12 Sean S. Pak

13 Attorneys for Plaintiff ViaSat, Inc.
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DEMAND FOR JURY TRIAL

In accordance with Federal Rule of Civil Procedure 38(b), Plaintiff ViaSat, Inc. demands a trial by jury on all issues triable by jury.

DATED: September 5, 2013

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ Sean S. Pak
Sean S. Pak

Attorneys for Plaintiff ViaSat, Inc.